

IN THE DISTRICT/SUPERIOR COURT FOR THE STATE OF ALASKA  
AT ANCHORAGE

JOHN CARRICK and  
A-AFFORDABLE TRANSMISSIONS, INC.

Plaintiff(s),

vs.

LIBERTY MUTUAL INSURANCE

Defendant(s).

CASE NO. 3AN- 16-5717 SE

SUMMONS AND  
NOTICE TO BOTH PARTIES  
OF JUDICIAL ASSIGNMENT

To Defendant: LIBERTY MUTUAL INSURANCE

You are hereby summoned and required to file with the court a written answer to the complaint which accompanies this summons. Your answer must be filed with the court at 825 W. 4th Ave., Anchorage, Alaska 99501 within 20 days\* after the day you receive this summons. In addition, a copy of your answer must be sent to the plaintiff's attorney or plaintiff (if unrepresented) Barber & Associates LLC, whose address is: 821 N Street, Ste 103 Anchorage, AK 99501.

If you fail to file your answer within the required time, a default judgment may be entered against you for the relief demanded in the complaint.

If you are not represented by an attorney, you must inform the court and all other parties in this case, in writing, of your current mailing address and any future changes to your mailing address and telephone number. You may use court form *Notice of Change of Address / Telephone Number* (TF-955), available at the clerk's office or on the court system's website at [www.courts.alaska.gov/forms.htm](http://www.courts.alaska.gov/forms.htm), to inform the court. - OR - If you have an attorney, the attorney must comply with Alaska R. Civ. P. 5(i).

NOTICE OF JUDICIAL ASSIGNMENT

TO: Plaintiff and Defendant

You are hereby given notice that:

☒ This case has been assigned to Superior Court Judge AARLSTH and to a magistrate judge.

☐ This case has been assigned to District Court Judge \_\_\_\_\_

CLERK OF COURT

By: [Signature] Deputy Clerk



I certify that on 3-30-16 a copy of this Summons was  
☐ plaintiff ☒ plaintiff's counsel along with a copy of the  
☐ Domestic Relations Procedural Order ☐ Civil Pre-Trial Order  
to serve on the defendant with the summons.

Deputy Clerk [Signature]

☐ mailed ☒ given to

Exhibit A

Page 1 of 7 Pages

\* The State or a state officer or agency named as a defendant has 40 days to file its answer. If you have been served with this summons outside the United States, you also have 40 days to file your answer.

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT IN ANCHORAGE

JOHN CARRICK and  
A-AFFORDABLE TRANSMISSIONS  
INC,

Plaintiffs,

vs.

LIBERTY MUTUAL INSURANCE,

Defendant.

**COPY**

Original Received

**MAR 30 2016**

Clerk of the Trial Courts

Case No. 3AN-16-517 CX

**COMPLAINT**

COMES NOW the plaintiffs, JOHN CARRICK and A-AFFORDABLE TRANSMISSIONS INC, by and through their attorneys, BARBER & ASSOCIATES, LLC, and for their complaint against defendant LIBERTY MUTUAL INSURANCE, state and allege as follows:

1. That at all times material hereto, plaintiff John Carrick was and is a resident of Anchorage, Alaska.
2. That at all times material hereto, plaintiff A-Affordable Transmissions Inc was and is an Alaska corporation doing business in Anchorage, Alaska.

/ 01 Complaint  
Carrick et al v. Liberty Mutual Insurance  
Page 1

**RECEIVED**

APR 27 2016

RICHMOND & QUINN

Exhibit A

Page 2 of 7 Pages

BARBER & ASSOCIATES, LLC

ATTORNEYS AT LAW  
821 "N" STREET, SUITE 103  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 276-3858  
FAX: (907) 276-5817

3. That at all times material hereto, defendant Liberty Mutual Insurance (hereinafter referred to as "Liberty Mutual") was and is an insurance company doing business in Anchorage, Alaska.

4. That at all times material hereto, the plaintiffs were doing business as Affordable Transmission.

5. That at all times material hereto, John Carrick owned A-Affordable Transmissions Inc.

6. That at all times material hereto, Affordable Transmission was located at 1107 E 74<sup>th</sup> Ave., Anchorage, Alaska.

7. On or about 3/30/14, a fire occurred at 1107 E 74<sup>th</sup> Ave., Anchorage, Alaska which damaged the building, property and operation of the plaintiffs.

8. At the time of the loss on 3/30/14, the plaintiffs were insured by the defendant for up to \$527,700 for building loss, \$275,900 for building and business personal property, \$50,000 for business income, \$50,000 for debris removal, and other various coverages, subject to coinsurance requirements and deductibles.

9. The plaintiffs submitted a timely claim to the defendant for losses caused by the fire.

10. The plaintiffs' claims submitted to the defendant resulting from the fire were first-party coverage claims.

/ 01 Complaint  
Carrick et al v. Liberty Mutual Insurance  
Page 2

Exhibit A  
Page 3 of 7 Pages

**BARBER & ASSOCIATES, LLC**

ATTORNEYS AT LAW  
821 "N" STREET, SUITE 103  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 278-5858  
FAX: (907) 276-5817

11. The defendant was required to promptly handle the plaintiffs' claims.
12. The defendant was required to promptly and fairly investigate the plaintiffs' claims.
13. The defendant was required to fairly evaluate the plaintiffs' claims.
14. The defendant was required to treat the plaintiffs' interests with equal regard as its own interests when adjusting the plaintiffs' claims.
15. The defendant was required to promptly and fairly pay the plaintiffs' claims.
16. The defendant was required to complete its investigation of the plaintiffs' claim within 30 working days unless it could not reasonably complete its adjustment within that time frame.
17. The defendant failed to complete its investigation within 30 working dates.
18. If the defendant could not complete its investigation within 30 working days, then every 30 days it was required to notify the plaintiffs in writing, explain the reason for additional time, and specify how much additional time was necessary to complete its investigation.
19. The defendant failed to provide written notice every 30 days explaining

/ 01 Complaint

Carrick et al v. Liberty Mutual Insurance

Page 3

Exhibit A

Page 4 of 7 Pages

BARBER &amp; ASSOCIATES, LLC

ATTORNEYS AT LAW  
821 "N" STREET, SUITE 103  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 276-5858  
FAX: (907) 276-5817

the reasons for needing additional time or specifying how much additional time was necessary to complete its investigation.

20. The defendant was required to promptly tender undisputed portions of claims.

21. The defendant failed to promptly tender undisputed portions of the plaintiffs' claims.

22. The defendant is liable for the actions and/or failures to act of its employees under theories of vicarious liability and/or agency and/or respondeat superior.

23. The defendant is liable for negligent and/or reckless hiring and/or training and/or retention and/or supervision which were substantial factors in causing harm to the plaintiffs for which the defendant is liable.

24. The defendant failed to promptly and fairly investigate, evaluate and pay the plaintiffs claims which were substantial factors in causing harm to the plaintiffs for which the defendant is liable.

25. The defendant is liable for breach of contract which was a substantial factor in causing harm to the plaintiffs for which the defendant is liable.

26. The defendant is liable for negligent and/or reckless and/or

/ 01 Complaint  
Carrick et al v. Liberty Mutual Insurance  
Page 4

Exhibit 2  
Page 5 of 7 Pages

**BARBER & ASSOCIATES, LLC**

ATTORNEYS AT LAW  
821 "N" STREET, SUITE 103  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 276-5858  
FAX: (907) 276-5817

intentionally malicious adjustment which was a substantial factor in causing harm to the plaintiffs for which the defendant is liable.

27. The defendant is liable for breach of the covenant of good faith and fair dealing which was a substantial factor in causing harm to the plaintiffs for which the defendant is liable.

28. The defendant negligently and/or recklessly and/or intentionally harmed the plaintiffs.

29. The defendant's conduct was motivated by financial gain.

30. The defendant is liable for exemplary or punitive damages for conduct evidencing reckless disregard to the interests of the plaintiffs and/or outrageous conduct.

31. The defendant is liable for past and/or future: loss of earnings, profit, inconvenience, emotional distress, mental anguish, diminished earning capacity, loss of enjoyment of life, loss of good will, adjustment expenses, and other non-pecuniary damages to be more fully set forth at trial, caused by the defendant in an amount greater than \$100,000.00 (ONE HUNDRED THOUSAND DOLLARS), the exact amount to be set by the trier of fact.

WHEREFORE, having fully pled plaintiff's complaint, the plaintiffs requests a judgment against the defendant for an amount greater than \$100,000.00 (ONE

/ 01 Complaint  
Carrick et al v. Liberty Mutual Insurance  
Page 5

Exhibit A  
Page 6 of 7 Pages

HUNDRED THOUSAND DOLLARS) to be established by the trier of fact, plus interest, costs and attorney fees and such other relief as the court deems just.

DATED at Anchorage, Alaska this 30<sup>TH</sup> day of March, 2016.

BARBER & ASSOCIATES, LLC  
Attorneys for Plaintiff

By: 

JEFF BARBER  
AK Bar #0111058

BARBER & ASSOCIATES, LLC

ATTORNEYS AT LAW  
821 "N" STREET, SUITE 103  
ANCHORAGE, ALASKA 99501  
PHONE: (907) 278-5858  
FAX: (907) 278-5817

/ 01 Complaint  
Carrick et al v. Liberty Mutual Insurance  
Page 6

Exhibit A  
Page 7 of 7 Pages